THE HON'BLE MR JUSTICE L. NARASIMHA REDDY

W.P.NO.5198 OF 2007

Dated 26-04-2007

Between:

Talasu Pradeep Kumar

…Petitioner

And

Government of A.P., rep. by its
Principal Secretary and others

…Respondents

THE HON'BLE MR JUSTICE L. NARASIMHA REDDY

W.P.NO.5198 OF 2007

ORDER:

The Government of Andhra Pradesh formulated a scheme for establishing *e-Seva* Kiosk Centers in rural areas. Tenders were invited for this purpose, and the 5th respondent was awarded the contract, for establishment of the centers in different areas,

vide order dated 04-05-2005, issued by the 1st respondent.

The 5th respondent, in turn, appointed the petitioner herein, for operation of a Kiosk, at Palasa, vide its letter dated 09-10-2006. It is stated that the petitioner had established a Kiosk at Palasa, by incurring expenditure of Rs.3 lakhs, towards infrastructure and employment of the personnel.

The Municipality, Palasa, came forward with a proposal to establish *e-Seva* center within the municipal area. Correspondence ensued between respondents 3 and 4, and ultimately it was decided that the establishment of a Kiosk in Palasa, would not be part of the scheme, for establishment of *e-Seva* centers in rural areas. The petitioner challenges the action of the respondents in trying to disturb the center, established at Palasa.

Heard the learned counsel for the petitioner and learned Government Pleader for Rural Administration.

The petitioner does not have any privity of contract, either with respondents 1 to 3, or the concerned Municipality,

the 4th respondent. He is said to have been appointed as an operator

for the Kiosk at Palasa, by the 5th respondent. The question as to whether the contract awarded in favour of the 5th respondent covers the said place; cannot be decided in the writ petition. Further, basically it is for the 5th respondent, to identify the location, and to work out its remedies *vis-à-vis* respondents 1 to 4. The petitioner does not have any independent right in this regard. If he feels aggrieved by the developments, mentioned in the affidavit filed in support of the writ petition, he has, at the most, work out his remedies before the 4th respondent. When maintainability of writ petition, in relation to contractual matters itself; is doubtful, adjudication of claim, under a contract, at the instance of a person, who is not a party to it; does not arise.

The writ petition is dismissed, leaving it open to the petitioner to work out his remedies against the 5th respondent by filing a suit, or by having recourse to any other procedure under law.

There shall be no order as to costs.

L. NARASIMHA REDDY, J.

Dt.26-04-2007.

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